

CONTRACT #12
RFS # 501.01-055
FA # 06-16630-00

**Department of General
Services**

VENDOR:
Kone Incorporated

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	501.01-055	
2) State Agency Name :	Department Of General Services	
EXISTING CONTRACT INFORMATON		
3) Service Caption :	Preventative Complete Maintenance of Elevator Equipment at State Owned Buildings, Universities, and Colleges UnManned Sites	
4) Contractor :	Kone Incorporated	
5) Contract #	FA-06-16630-00	
6) Contract Start Date :	11/30/2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/29/2010	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$10,841,288.34	
PROPOSED AMENDMENT INFORMATON		
9) <u>Proposed</u> Amendment #	2	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	08/01/2008	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/29/2010	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$10,841,288.34	
13) Approval Criteria (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Additional elevator maintenance at three state owned buildings and one state university.		
Labor and Workforce Development – Metro Complex – 220 French Landing		

Cook-Chill Facility 6404 Centennial Boulevard

The Tennessee Residence - 882 South Curtiswood Lane

Tennessee State University – RSP Building 3500 John Merritt Blvd.

15) Explanation of Need for the Proposed Amendment :

The State has recently taken ownership and maintenance responsibility of two new facilities that require elevator maintenance and upkeep as well as the maintenance and upkeep of the elevator at the Tennessee Residence. In addition, Tennessee State University has added an elevator that requires maintenance at their campus. This contract has sufficient funding to add these facilities under the current maximum liability and place them in the maintenance cycle that is managed by the Department of General Services.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Kone, Incorporated
1410 Donelson Pike Suite A20
Nashville TN 37217

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

No attempts were made to find procurement alternatives for this addition.

21) Justification for the Proposed Non-Competitive Amendment :

The Department is charged with the maintenance and upkeep of all elevator equipment that is present in the state owned office building or state owned facilities. The addition of three new state owned facilities and one state university covered under this contract requires that we add these elevators into the maintenance cycle. We wish to utilize the current contract to add these additional buildings without adding additional funding to the contract.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

CONTRACT SUMMARY SHEET

021908

RFS #		Contract #	
501.01-055		FA-06-16630-02	
State Agency		State Agency Division	
Department of General Services		Property Services Management	
Contractor Name		Contractor ID # (FEIN or SSN)	
Kone Incorporated		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 362357423-05	
Service Description			
Preventive Complete Maint. Of Elevator Equipment at State Owned Buildings, Universities, and Colleges UnManned Sites			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
11/30/2005	11/29/2010	Vendor	
Mark Each TRUE Statement			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
var.	var	76	var.
Funding Grant Code	Funding Subgrant Code		
FY	State	Federal	Interdepartmental
2006			\$ 1,182,716.22
2007			\$ 2,063,258.18
2008			\$ 2,135,178.03
2009			\$ 2,209,543.27
2010			\$ 2,285,193.43
2011			\$ 965,399.21
TOTAL	\$ -	\$ -	\$ 10,841,288.34
State		Other	TOTAL Contract Amount
			\$ 1,182,716.22
			\$ 2,063,258.18
			\$ 2,135,178.03
			\$ 2,209,543.27
			\$ 2,285,193.43
			\$ 965,399.21
			\$ 10,841,288.34
COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Ron Plumb 532-7272
			State Agency Budget Officer Approval
			<i>Ronald A. Plumb</i>
			Funding Certification: certification required by T.C.A. § 9-4-513 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
TOTAL	\$ -	\$ -	
End Date			
Contractor Ownership (complete for ALL base contracts — N/A for amendments or delegated authorities)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> Government
		<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other
Contractor Selection Method (complete for ALL base contracts — N/A for amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*	
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input type="checkbox"/> Other *	
Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)			

**AMENDMENT TWO
TO FA-06-16630-01**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and KONE, INCORPORATED, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>Unmanned Sites- Groups 1, 2, 3, and 4</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00
Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate – Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate – Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate – Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

<u>Unmanned Sites- Groups 5, 6, 7, 8 and 11)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00

Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate – Mechanic Regular Time, Per Hour	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68.00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

<u>Unmanned Sites- Groups 9 and 10)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate – Helper Premium Time, Per Hour	\$124.50	\$130.73	\$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
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Monthly Preventive Maintenance Cost	\$5,409.00	\$5,562.00	\$5,720.00	\$5,873.00	\$6,050.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$ -0-				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$ -0-				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP THREE: KNOXVILLE

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,947.00	\$3,033.00	\$3,119.00	\$3,197.00	\$3,278.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$490,000.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$ -0-				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,628.00	\$5,772.00	\$5,949.00	\$6,131.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$432,500.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$747.00	\$770.00	\$793.00	\$816.00	\$842.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$112,500.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,889.00	\$4,002.00	\$4,855.00	\$4,996.96	\$5,152.64
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$562,500.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5992.00	\$6177.49	\$6366.99
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$1,300,500.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$842,000.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,416.07	\$3,518.55	\$3,624.11
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$190,000.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,211.00	\$2,269.00	\$2,354.00	\$2,440.00	\$2,526.00
<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$176,000.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

2. Add the following information to Attachment 1.

GROUP 7 DAVIDSON							
Complex	Building - Elevator	Type	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4	Monthly Cost Year 5
Dept of Labor and Workforce Development	LWD Metro Complex	Passenger #1			\$102.00	\$ 105.06	\$ 108.21
Nashville	220 French Landing	Passenger #2			\$102.00	\$ 105.06	\$ 108.21
Contact: Roger Tolleson		Passenger #3			\$102.00	\$ 105.06	\$ 108.21
(615)253-2968		Passenger #4			\$102.00	\$ 105.06	\$ 108.21
		Freight			\$122.00	\$ 125.66	\$ 129.43
Cook-Chill Facility							
Dwayne Evans							
(615)350-8599	Cook- Chill Facility						
	6404 Centennial Blvd	Passenger			\$ 82.00	\$ 84.46	\$ 86.99
Governor's Residence							
(615)741-5973							
	Residence						
	882 South Curtiswood Lane	Passenger			\$115.00	\$119.60	\$124.38
GROUP 8 TENNESSEE STATE UNIVERSITY							
Complex	Building - Elevator	Type	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4	Monthly Cost Year 5
Tennessee State University							
Nashville							
Contact: Alex Murray	RSP Building						
615-963-5672	3500 John Merritt Bldg.	Passenger			\$ 83.00	\$85.49	\$ 86.99

The revisions set forth herein shall be effective August 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

KONE INCORPORATED:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

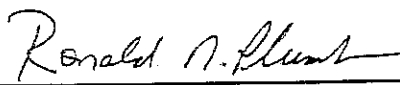
CONTRACT SUMMARY SHEET

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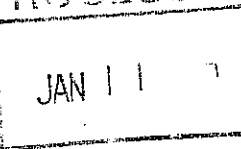
RFS #	Contract #
501.01-055	FA-06-16630-01
State Agency	State Agency Division
Department of General Services	Property Services Management
Contractor Name	Contractor ID # (FEIN or SSN)
Kone Incorporated	C- or X V- 362357423-05

Service Description			
Preventive Complete Maint. Of Elevator Equipment at State Owned Buildings, Universities, and Colleges UnManned Sites			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
November 30, 2005	November 29, 2010	Vendor	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
501.01	10020	076	84		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$ 1,182,716.22		\$ 1,182,716.22
2007			\$ 2,063,258.18		\$ 2,063,258.18
2008			\$ 2,135,178.03		\$ 2,135,178.03
2009			\$ 2,209,543.27		\$ 2,209,543.27
2010			\$ 2,285,193.43		\$ 2,285,193.43
2011			\$ 965,399.21		\$ 965,399.21
TOTAL	\$ -	\$ -	\$ 10,841,288.34	\$ -	\$ 10,841,288.34

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Ron Plumb 532-7272
2006	\$ 1,182,716.22		State Agency Budget Officer Approval 
2007	\$ 2,069,981.88	<6723.70>	
2008	\$ 2,143,483.02	<8304.99>	
2009	\$ 2,218,108.60	<8565.33>	
2010	\$ 2,294,020.74	<8827.31>	
2011	\$ 969,125.36	<3726.15>	Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL	\$ 10,877,435.82	<36,147.48>	
End Date	11/29/2010	11/29/2010	

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, GR, Other)
 DIRECTOR OF ACCOUNT

AMENDMENT ONE

TO

CONTRACT FA-16630-00

**Preventive and Complete Maintenance of Elevator Equipment at State Owned Buildings,
Universities, and Colleges, Statewide Groups**

UNMANNED SITES

This CONTRACT, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, and Kone Incorporated, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed TEN MILLION, EIGHT HUNDRED FORTY-ONE THOUSAND, TWO HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY-FOUR CENTS (\$10,841,288.34). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. Delete Section C.3. in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>Unmanned Sites-Groups</u> <u>1, 2, 3, and 4</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE</u> <u>UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00

Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate – Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate – Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate – Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

<u>Unmanned Sites-Groups 5.6, 7, 8 and 11)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate – Mechanic Regular Time, Per Hour	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68.00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

<u>Unmanned Sites-Groups 9 and 10)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
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<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate – Helper Premium Time, Per Hour	\$124.50	\$130.73	\$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,319.00	\$5,469.00	\$5,625.00	\$5,775.00	\$5,950.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP THREE: KNOXVILLE

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,927.00	\$3,013.00	\$3,098.00	\$3,175.00	\$3,254.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$490,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,608.00	\$5,771.00	\$5,948.00	\$6,130.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$432,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$573.00	\$590.00	\$607.00	\$624.00	\$644.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$82,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,484.00	\$3,586.00	\$3,697.00	\$3,805.00	\$3,922.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$549,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5,909.00	\$6,092.00	\$6,280.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$1,300,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$842,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,418.12	\$3,518.55	\$3,624.11

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$190,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,241.00	\$2,299.00	\$2,384.93	\$2,471.86	\$2,559.77

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$176,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

3. Delete Section E.2. in its entirety and insert the following in its place:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Randy Elmore
Elevator Equipment Contract Manager
Department of General Services
Property Services Management
312 8th Avenue N., 23 fl Tennessee Tower
Nashville, Tennessee 37243
(615)741-5973 Phone
(615)532-2305 Fax

The Contractor:

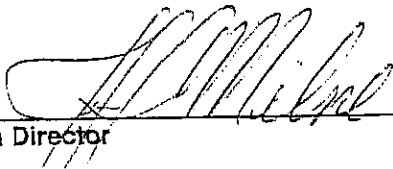
Barry Lambert, Branch Manager
Kone, Inc.
1410 Donelson Pike, Suite A20
Nashville, TN 37217
(615)360-7013 Office
(615)360-7137 Fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

KONE, INCORPORATED:

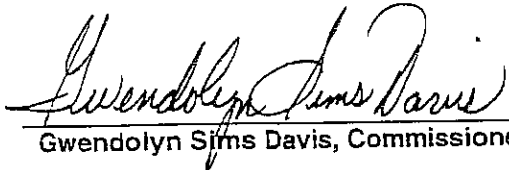

Jeff Milne, AVP Area Director

Date

11/02/06

JEFF MILNE, AVP AREA DIRECTOR
CONTRACTOR SIGNATORY PRINTED NAME AND TITLE

DEPARTMENT OF GENERAL SERVICES:

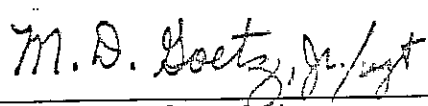

Gwendolyn Sims Davis, Commissioner

Date

12-21-06

APPROVED:

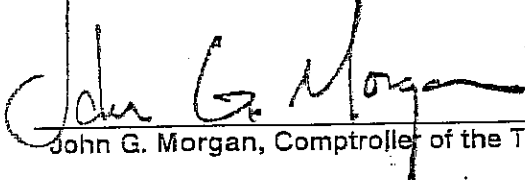
DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

Date

JAN 08 2007

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

Date

1-9-07

ATTACHMENT 1 LISTING OF ELEVATOR EQUIPMENT FOR STATE OWNED BUILDINGS, UNIVERSITIES, AND COLLEGES (UN-MANNED SITES)

At the State's option it may choose to bid out an upgrade, if it is in the best interest of the State. The Contractor shall have the right to inspect elevators as they are upgraded and then accept them for maintenance, if upgrade is performed by another vendor.

GROUP 1 - NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

Complex	Building/Elevator	Type	Monthly Proposed (Cost Year 1)	Monthly Proposed Cost (Year 2)	Monthly Proposed (Cost Year 3)	Monthly Proposed (Cost Year 4)	Monthly Proposed Cost (Year 5)	Upgrade Not To Exceed Cost
East Tennessee State Johnson City Contact: Bill Rasmie 423-430-7800	DM Brown Science	Passenger North	\$ 145.00	\$ 148.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	DM Brown Science	Passenger South	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #1	Passenger #1	\$ 145.00	\$ 148.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Va Campus Bldg #2	Passenger #1	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Vams Bldg #4	Passenger #1	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #4	Passenger #2	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #116	Passenger #1	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #116	Passenger #2	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #178	Passenger #1	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #178	Passenger #2	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Vams Bldg #178	Passenger #3	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Culp Univ Center	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Clinical Ed Center	Passenger #1	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Clinical Ed Center	Passenger #2	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Center for Physical Act	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Culp Services Bldg	Food service	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Burgen Dossell Bldg	Passenger North	\$ 145.00	\$ 148.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Burgen Dossell Bldg	Passenger South	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Lamb Hall	Passenger North	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Lamb Hall	Passenger South	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Library	Passenger #1	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Library	Passenger #2	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Library	Passenger #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Library	Passenger #4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Library	Wheelchair Lift	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
	L Clement	Passenger #1	\$ 145.00	\$ 148.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	L Clement	Passenger #2	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Lunsford	Passenger	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Gilbreath	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Roger Stoll Classroom	Passenger #1	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Roger Stoll West End	Passenger #2	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	W Pickle	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Hulteshon	Passenger #1	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Hulteshon	Dumowater #2	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
	College of Medicine	Freight	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Wilson Wallace Ind	Freight	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Sam Wilson	Passenger	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Bld Hall	Passenger #1	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Bld Hall	Wheelchair lift #2	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
	Burgeson Mathis	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Kingsport Center	Passenger	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	\$ -
	Carver Hall	W	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
	Brooks Gym	W	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
Waters State Comm College Greenville Contact: David Lee 423-788-7940	New Central Library	Passenger/Traction #1	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	New Central Library	Passenger/Traction #2	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	New Central Library	Passenger/Traction #3	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00	\$ 162.00	\$ -
	Mini Dome East	Wheelchair lift	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 56.00	\$ -
Johnson City Comm Johnson City Contact: Facility Administrator 423-626-0700	Center for Higher Education	Passenger #1	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ -
	Center for Higher Education	Passenger #2	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ -
	Center for Higher Education	Passenger #3	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ -
	Center for Higher Education	Passenger #4	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ -
NE TN Regional Health Office 1233 S.W. Ave Greenville Contact: Grant Sweeper 423-787-6113	Greene Valley Dev Center							
	4850 E Andrew Johnson Hwy	Passenger #1	\$ 130.00	\$ 134.00	\$ 138.00	\$ 142.00	\$ 146.00	\$ -
	Greene Valley Dev Center							
	4850 E Andrew Johnson Hwy	Passenger #2	\$ 130.00	\$ 134.00	\$ 138.00	\$ 142.00	\$ 146.00	\$ -
Northeast Correctional Complex Roan Mountain Contact: Terry Anderson 423-721-7351 ext 336	Northeast Correctional Complex							
	Annex	Passenger	\$ 149.00	\$ 154.00	\$ 159.00	\$ 164.00	\$ 169.00	\$ -
TOTALS:			\$ 5,319.00	\$ 5,489.00	\$ 5,625.00	\$ 5,775.00	\$ 5,950.00	\$ -

GROUP 2 EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)			Monthly Proposed Cost Year 1	Monthly Proposed Cost Year 2	Monthly Proposed Cost Year 3	Monthly Proposed Cost Year 4	Monthly Proposed Cost Year 5	Upgrade Not to Exceed Cost
Contract:	Building/Elevator	Type						
Waters State Comm. College White Pine Contact: Wanda Musick 865-674-6002								
	Great Smoky Mtn Expt	Handicap (OUT)	\$ 50.00	\$ 51.00	\$ 53.00	\$ 54.00	\$ 55.00	
	Great Smoky Mtn Expt	Passenger (IN)	\$ 86.00	\$ 91.00	\$ 94.00	\$ 97.00	\$ 100.00	
Waters State Comm. College Sevierville Contact: Ken Mayes 865-744-5823								
	Sevier County Center	Passenger	\$ 89.00	\$ 92.00	\$ 95.00	\$ 98.00	\$ 101.00	
Waters State Comm. College Morristown Contact: Max Williams 423-565-6807								
	College Center Bldg	Passenger	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	
	Library, Main Campus	Passenger	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	
	JBSS Bldg	Passenger	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	
	Natural Science Bldg	Passenger	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	
	Clifford H Henry Bldg	Passenger	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00	\$ 107.00	
	TOTALS:		\$ 702.00	\$ 724.00	\$ 747.00	\$ 769.00	\$ 792.00	
GROUP 3 KNOXVILLE			Monthly Proposed Cost Year 1	Monthly Proposed Cost Year 2	Monthly Proposed Cost Year 3	Monthly Proposed Cost Year 4	Monthly Proposed Cost Year 5	Upgrade Not To Exceed Cost
Contract:	Building/Elevator	Type						
Knoxville Corridor Knoxville Contact: Facility Administrator 865-594-6087								
	State Office Bldg							
	531 Hanley St.	Traction/Passenger # 1	\$ 174.00	\$ 179.00	\$ 184.00	\$ 189.00	\$ 194.00	
	State Office Bldg							
	531 Hanley St.	Traction/Passenger # 2	\$ 174.00	\$ 179.00	\$ 184.00	\$ 189.00	\$ 194.00	
	State Office Bldg							
	531 Hanley St.	Traction/Freight # 3	\$ 174.00	\$ 179.00	\$ 184.00	\$ 189.00	\$ 194.00	
	Knoxville Supreme Court							
	817 Cumberland Ave.	Traction/Passenger # 1	\$ 104.00	\$ 107.00	\$ 111.00	\$ 115.00	\$ 120.00	
	Knoxville Supreme Court							
	817 Cumberland Ave.	Traction/Passenger # 2	\$ 104.00	\$ 107.00	\$ 111.00	\$ 115.00	\$ 120.00	
DELETION	Knoxville Supreme Court	Hydraulic/Passenger #						
	817 Cumberland Ave.		\$ -	\$ -	\$ -	\$ -	\$ -	
Dept of Mental Health Knoxville Contact: Derrell Curtis 865-450-5206								
	Lakeshore Mental Health							
	Baker Bldg	Passenger # 1	\$ 300.00	\$ 308.00	\$ 315.00	\$ 320.00	\$ 325.00	100,000.00
	Lakeshore Mental Health							
	Baker Bldg	Passenger # 2	\$ 300.00	\$ 308.00	\$ 315.00	\$ 320.00	\$ 325.00	100,000.00
	Lakeshore Mental Health							
	Admin Bldg	Passenger	\$ 125.00	\$ 128.00	\$ 132.00	\$ 136.00	\$ 140.00	40,000.00
	Lakeshore Mental Health							
	Jane Keller Bldg	Passenger	\$ 200.00	\$ 208.00	\$ 212.00	\$ 216.00	\$ 224.00	50,000.00
	Lakeshore Mental Health							
	Chola Bldg	Passenger # 1	\$ 300.00	\$ 308.00	\$ 315.00	\$ 320.00	\$ 325.00	100,000.00
	Lakeshore Mental Health							
	Chola Bldg	Passenger # 2	\$ 300.00	\$ 308.00	\$ 315.00	\$ 320.00	\$ 325.00	100,000.00
Dept Of Education Knoxville Contact: Robert Dwyer 865-570-2450								
	TN School for the Deaf							
	Multi-Handicapped Bldg	Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
	TN School for the Deaf							
	Ward Admin Bldg	Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
	TN School for the Deaf							
	Jones Vocational Bldg	Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
	TN School for the Deaf							
	Region 1 Office	Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
Dept of Transportation Knoxville Contact: Eddie Hagan 865-594-4522								
	TDOT							
	7236 & 7345 Region Ln	Passenger # 1	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
	TDOT							
	7236 & 7345 Region Ln	Passenger # 2	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
Dept of the Military Knoxville Contact: John Miller 865-925-4217								
	Dept of Military							
	132nd ARW McGhee Tyson ANG Base	Hydraulic/ Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
Department of Health Knoxville Contact: Facility Administrator 865-594-6057								
	ADDITION							
	Regional Health Office							
	1522 Cherokee Trail	Passenger	\$ 84.00	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	
	TOTALS:		\$ 2,927.00	\$ 3,013.00	\$ 3,096.00	\$ 3,175.00	\$ 3,254.00	480,000.00

		Monthly Proposed Cost Year 1	Monthly Proposed Cost Year 2	Monthly Proposed Cost Year 3	Monthly Proposed Cost Year 4	Monthly Proposed Cost Year 5	Upgrade Not To Exceed Cost
GROUP 4 HAMILTON (CHATTANOOGA, PIKEVILLE & TULLAHOMA)							
Chattanooga Complex Chattanooga Contact: Facility Administrator 423-634-6322							
State Office Bldg	Hydraulic/Passenger # 1	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00	
1540 McCallie Ave							
State Office Bldg	Hydraulic/Passenger # 2	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00	
1540 McCallie Ave							
State Office Bldg	Hydraulic/Passenger # 3	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00	
1540 McCallie Ave							
State Office Bldg	Hydraulic/Passenger # 4	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00	
1540 McCallie Ave							
State Office Bldg	Hydraulic/Passenger # 5	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00	
1540 McCallie Ave							
Client Services Bldg	Hydraulic/Passenger # 1	\$ 100.00	\$ 104.00	\$ 108.00	\$ 112.00	\$ 115.00	
311 MLK Blvd.							
Client Services Bldg	Hydraulic/Passenger # 2	\$ 100.00	\$ 104.00	\$ 108.00	\$ 112.00	\$ 115.00	
311 MLK Blvd.							
Molloy College Tullahoma Contact: David Witt 661-383-1596							
Molloy Hall S	Passenger	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 142.00	
Molloy Hall NT	Passenger	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 142.00	
Molloy Hall E	Passenger	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 142.00	
Molloy College-Smyrna							
Rutherford Co Teaching Facility	Wheelchair Lift	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00	\$ 78.00	
Dept of Health Chattanooga Contact: Mike Swafford 423-755-8410							
Moccasin Bend MHI Int	Passenger # 1	\$ 200.00	\$ 207.00	\$ 215.00	\$ 222.00	\$ 230.00	
100 Moccasin Bend							
Moccasin Bend MHI Int	Passenger # 2	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 142.00	
100 Moccasin Bend							
Moccasin Bend MHI Int	Passenger # 3	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00	\$ 142.00	
100 Moccasin Bend							
Environmental & Conservation Pikeville Contact: John Fornelle 423-681-5241							
Fall Creek Falls Inn	Passenger North	\$ 210.00	\$ 215.00	\$ 220.00	\$ 224.00	\$ 229.00	
Fall Creek Falls Inn	Passenger Lobby	\$ 210.00	\$ 215.00	\$ 220.00	\$ 224.00	\$ 229.00	
TOTALS:		\$ 2,345.00	\$ 2,437.00	\$ 2,510.00	\$ 2,580.00	\$ 2,656.00	
GROUP 5 SOUTH CENTRAL (MURFREESBORO, SMYRNA & CHAPEL HILL)							
Midwest Tennessee State Murfreesboro Contact: Gerald Cavalli 615-898-2754							
Kirsty Old Main	Passenger	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00	\$80,000.00
Coco Admin Bldg	Passenger	\$108.00	\$111.00	\$114.00	\$117.00	\$121.00	\$2,000.00
Coco Admin Bldg	Passenger	\$90.00	\$93.00	\$95.00	\$98.00	\$102.00	\$80,000.00
Stadium Tower	Passenger	\$215.00	\$221.00	\$228.00	\$235.00	\$242.00	\$2,500.00
Stadium Tower	Passenger	\$215.00	\$221.00	\$228.00	\$235.00	\$242.00	\$2,500.00
Stadium Tower	Passenger	\$130.00	\$134.00	\$138.00	\$142.00	\$145.00	\$2,500.00
Stadium Tower	Passenger	\$130.00	\$134.00	\$138.00	\$142.00	\$145.00	\$2,500.00
Stadium Tower	Passenger	\$130.00	\$134.00	\$138.00	\$142.00	\$145.00	\$2,500.00
Recreation Center	Passenger	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00	\$2,500.00
Walker Library	Passenger	\$132.00	\$136.00	\$140.00	\$144.00	\$148.00	\$2,500.00
Walker Library	Passenger	\$132.00	\$136.00	\$140.00	\$144.00	\$148.00	\$2,500.00
Walker Library	Passenger	\$132.00	\$136.00	\$140.00	\$144.00	\$148.00	\$2,500.00
Walker Library	Passenger	\$132.00	\$136.00	\$140.00	\$144.00	\$148.00	\$2,5

	440 RS Gass Blvd	HC Lift	\$	55.00	\$	57.00	\$	58.00	\$	60.00	\$	62.00	\$	
Safety Complex Nashville Contact: Facility Administrator 615-741-7863														
	Cloverbottom Marion	Hydraulic/ Passenger	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	3,000.00
	2641 Leamon Rd													
TBI Complex Nashville Contact: Facility Administrator 615-744-4092														
	TBI Crime Lab	Hydraulic/ Passenger # 1	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	2,500.00
	601 RS Gass Blvd													
	TBI Crime Lab	Hydraulic/ Passenger # 3	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	2,500.00
	601 RS Gass Blvd													
	TBI Crime Lab	Hydraulic/ Freight # 2	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	2,500.00
	901 RS Gass Blvd													
Metro Center Complex Nashville Contact: Facility Administrator 615-741-1510														
	DELETION Metro Center Bldg	Hydraulic/ Passenger # 1	\$		\$		\$		\$		\$		\$	
	310 Great Circle Rd													
	DELETION Metro Center Bldg	Hydraulic/ Passenger # 2	\$		\$		\$		\$		\$		\$	
	310 Great Circle Rd													
	DELETION Metro Center Bldg	Hydraulic/ Passenger # 3	\$		\$		\$		\$		\$		\$	
	310 Great Circle Rd													
	DELETION Metro Center Bldg	Hydraulic/ Freight # 4	\$		\$		\$		\$		\$		\$	
	310 Great Circle Rd													
Dept of Mental Health Nashville Contact: Willie Franklin 615-231-5070														
	Clover Bottom Dev Cntr	Passenger # 1	\$	121.00	\$	125.00	\$	129.00	\$	132.00	\$	136.00	\$	
	Clover Bottom Dev Cntr	Passenger # 2	\$	121.00	\$	125.00	\$	129.00	\$	132.00	\$	136.00	\$	
	Clover Bottom Dev Cntr	Passenger # 3	\$	108.00	\$	112.00	\$	115.00	\$	119.00	\$	122.00	\$	3,000.00
Dept of Correction Nashville Contact: Mike Christensen 615-250-2700														
	Deberry Special Needs Bldg # B	Passenger # 1	\$	104.00	\$	107.00	\$	110.00	\$	114.00	\$	117.00	\$	3,000.00
	Deberry Special Needs Bldg # B	Passenger # 2	\$	110.00	\$	113.00	\$	117.00	\$	120.00	\$	123.00	\$	3,000.00
	Deberry Special Needs Bldg # B	Passenger # 3	\$	99.00	\$	102.00	\$	105.00	\$	108.00	\$	111.00	\$	3,000.00
	Deberry Special Needs Bldg # B	Wheelchair lift	\$	55.00	\$	57.00	\$	58.00	\$	60.00	\$	62.00	\$	
Education Nashville Contact: Irv Johnson 615-231-7302														
	TN School for the Blind 115 Swatts Ferry Pike	Passenger	\$	99.00	\$	102.00	\$	105.00	\$	108.00	\$	111.00	\$	3,000.00
	TN School for the Blind 115 Swatts Ferry Pike	Five wheelchair	\$	99.00	\$	102.00	\$	105.00	\$	108.00	\$	111.00	\$	75,000.00
Dept of Human Service Nashville Contact: Robert Reed 615-741-1606 ext 172														
	86 Hermitage Ave	Passenger	\$	95.00	\$	99.00	\$	101.00	\$	104.00	\$	108.00	\$	3,000.00
Dept of Military Nashville Contact: Ray Jones 615-398-5596														
	118 AWCES	Passenger Bldg 601	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	3,000.00
	118 AWCES	Passenger Bldg 610	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	3,000.00
	118 AWCES	Passenger Bldg 747	\$	77.00	\$	79.00	\$	82.00	\$	84.00	\$	87.00	\$	3,000.00
Dept of Transportation Nashville Contact: Phil Stanton 615-350-4377														
	TDOT													
	Region 3 Office	Passenger # 1	\$	80.00	\$	82.00	\$	85.00	\$	87.00	\$	90.00	\$	3,000.00
	TDOT													
	Region 3 Office	Passenger # 2	\$	80.00	\$	82.00	\$	85.00	\$	87.00	\$	90.00	\$	3,000.00
	RTMC Bldg													
	6601 Centennial	Passenger	\$	80.00	\$	82.00	\$	85.00	\$	87.00	\$	90.00	\$	
Dept of Transportation Nashville Contact: Peggy Galloway 615-741-3208														
	TDOT													
	Aeronautics Div Bldg 4219	Passenger	\$	88.00	\$	91.00	\$	93.00	\$	96.00	\$	99.00	\$	3,000.00
TN Wildlife Resource Agency Nashville Contact: Peggy Galloway 615-781-6603														
	TN Wildlife Resource Agency 5107 Edmonson Pk	Passenger	\$	87.00	\$	90.00	\$	92.00	\$	95.00	\$	98.00	\$	10,000.00

GROUP 11 TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)				Monthly Proposed Cost Year 1	Monthly Proposed Cost Year 2	Monthly Proposed Cost Year 3	Monthly Proposed Cost Year 4	Monthly Proposed Cost Year 5	Upgrade Not To Exceed Cost
Tennessee Technological University Cookeville Contact: Facilities Coordinator 931-372-3227									
	Rosen University Center	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1000 North Dixie Ave.	Lobby # 1							
	Rosen University Center	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1000 North Dixie Ave.	Lobby # 2							
	Rosen University Center	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	30,000.00
	1000 North Dixie Ave.	Food Service # 3							
	South Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	715 Quadangle	# 1							
	Bruer Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	110 University Drive	# 1							
	Johnson Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	30,000.00
	1105 N Peachtree Ave.	# 1							
	Pennabaker Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1106 N Dixie Ave.	# 1							
	Brown Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	115 W 10th St.	# 1							
	Clament Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1010 N Peachtree Ave.	# 1							
	Foster Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	155 University Dr.	# 1							
	Prescott Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1020 Stadium Dr.	South End # 1							
	Prescott Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1020 Stadium Dr.	South End # 2							
	1025 Whitson Bldg.	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1005 Quadangle	# 1							
	Warehouse	Freight		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	815 N Whitney Ave.	# 1							
	Hooper Eblon Center	Hydraulic Passenger		\$ 66.00	\$ 67.00	\$ 68.00	\$ 69.00	\$ 70.00	3,000.00
	1100 McGee Blvd.	# 1							
	Bryan Fine Arts Bldg.	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1150 N Dixie Ave.	# 1							
	Matthew Daniel Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	720 Quadangle	# 1							
	Henderson Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	5 William L. Jones Dr.	# 1							
	Derryberry Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	1 William L. Jones Dr.	# 1							
	Angelo & Jeanette	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	Voice Library	# 1							
	1100 N Peachtree St.	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	Recreation & Fitness Center	# 1							
	1150 McGee Blvd.	Wheelchair Lift/		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	25 Womens Quad Circle	Passenger # 1							
	Murphy Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	25 Womens Quad Circle	# 1							
	Kittrell Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	815 Quadangle	# 1							
	T.J. Farr Building	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	11 William L. Jones Dr.	# 1							
	Barrow Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	3,000.00
	820 Quadangle	# 1							
	New Residence Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	
	805 N Dixie Ave.	Lobby # 1							
	New Residence Hall	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	
	805 N Dixie Ave.	Lobby # 2							
Tennessee Technological University Smithville Contact: Facilities Coordinator 931-372-3227									
	Joe L. Evans Agneschman	Hydraulic Passenger		\$ 77.00	\$ 79.00	\$ 82.00	\$ 85.00	\$ 88.00	
	Center for Crafts	# 1							
	1660 Craft Center Dr.								
Environment and Conservation Cookeville Contact: Andrew Lyon 931-484-6138									
ADDITION	Cumberland Mountain State Park	Dumpwater		\$ 30.00	\$ 30.00	\$ 30.00	\$ 31.88	\$ 33.77	
TOTALS:				2,241.00	2,269.00	2,384.93	2,471.88	2,556.77	176,083.00
NOTE: Elevators in BOLD font are new additions or deletions to amendment one.									

RFS #		Contract #	
501.01-055		FA-06-16630-00	
State Agency		State Agency Division	
Department of General Services		Property Services Management	
Contractor Name		Contractor ID # (FEIN or SSN)	
Kone Incorporated		C- or <input checked="" type="checkbox"/> V- 362357423-05	
Service Description			
Preventive Complete Maint. of Elevator Equipment at State Owned Buildings, Universities, and Colleges UnManned Sites			
Contract BEGIN Date		Contract END Date	
11/30/2005		11/29/2010	
Subrecipient or Vendor?		CFDA #	
Vendor			
Mark, if Statement is TRUE			
<input type="checkbox"/> Contractor is on STARS as required		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required	
Allotment Code	Cost Center	Object Code	Fund
501.01	10020	076	
FY	State	Federal	Interdepartmental
2006			\$ 1,182,716.22
2007			\$ 2,069,981.88
2008			\$ 2,143,483.02
2009			\$ 2,218,108.60
2010			\$ 2,294,020.74
2011			\$ 969,125.36
TOTAL: \$		\$ 10,877,435.82	
Funding Grant Code			
Funding Subgrant Code			
TOTAL Contract Amount			
			\$ 1,182,716.22
			\$ 2,069,981.88
			\$ 2,143,483.02
			\$ 2,218,108.60
			\$ 2,294,020.74
			\$ 969,125.36
			\$ 10,877,435.82
— COMPLETE FOR AMENDMENTS ONLY —			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
2006			Ron Plumb (615)741-3006
2007			State Agency Budget Officer Approval
2008			
2009			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2010			
2011			
TOTAL: \$		\$	
End Date			
Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT minority/disadvantaged
OTHER minority/disadvantaged—			
Contractor Selection Method			
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Procurement Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	
Procurement Process Summary			

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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
KONE, INCORPORATED**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Kone, Inc., hereinafter referred to as the "Contractor," is for the provision of Preventive and Complete Maintenance of Elevator Equipment at State Owned Buildings, Universities, and Colleges, Statewide Groups (Un-Manned Sites), for a list of grouping(s) see attachment 1, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

Kone, Inc.
One Kone Ct.
Moline, IL 61265

The Contractor's place of incorporation or organization is ILLINOIS.

A. SCOPE OF SERVICES:

A.1 SCOPE

The proper maintenance of the elevator equipment is considered to be vital to the safe and efficient operation of the buildings involved, and to the satisfactory daily functioning of the State employees, clients, contractors, vendors, visitors and others who may be utilizing these buildings.

Contractor is advised that the State's intent is to obtain high level preventive and complete maintenance so that all equipment functions in accordance with those levels of safety, speed, efficiency, performance, smoothness and quietness of operation which were established by original design or have been established by the State.

A.2. GENERAL

Preventive and complete maintenance of elevator equipment in various State Owned Buildings, Universities, and Colleges as listed on Attachment 1 of this Contract.

The contractor shall provide for the proper maintenance of the elevator equipment listed hereunder. All preventive and complete maintenance described herein shall be that of a high level so that all equipment functions in accordance with those levels of safety, efficiency, performance, smoothness and quietness of operation as established by the State, per American Society of Mechanical Engineers(A.S.M.E.) A17.1 Safety Code or the most current code adopted by the State of Tennessee.

A.3 CONTRACT

The State shall compensate the Contractor in accordance with Section C.3

A.4. DEFINITIONS

1. "Elevator Equipment" shall include, but not limited to, freight and passenger elevators, escalators, dumb waiters, dock lifts, handicap lifts, stage lifts, dock levelers, and moving sidewalks.
2. "Regular Time" shall be the hours between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays as proclaimed by the State.
3. "Premium Time" shall be the hours between 5:01 p.m. to 7:59 a.m. Monday through Friday, weekends, and State holidays.
4. "Upgrades" shall be at the discretion of the State. Upgrades shall include repairs, corrections, adjustments or minor modifications that are necessary in order to meet ADA guidelines and elevator code

requirements. Upgrades are intended to bring elevators into code compliance and make them fully operational.

5. "Renovations" shall include but not be limited to modernization, overhauls, replacement and installations and are not to be included in the contract. A separate project will be approved by the State Building Commission (SBC) for such renovations.
6. "Manned Sites" shall be identified as locations for vendor personnel to be housed for execution of the monthly maintenance of an identified group of buildings. These personnel shall perform all required maintenance, repairs, and callbacks for that group of elevator equipment.
7. "Unmanned Sites" shall be sites contractors are to house and dispatch personnel for all maintenance and repairs for elevator equipment for the elevator groups not to include personnel assigned to a manned site.
8. "Point-of-Contact" shall be an authorized agent of the State of Tennessee, to include but not limited to the facility administrator, building manager, elevator equipment contract administrator, etc.
9. "Notice to Proceed" is the official approval for the start of a State Building Commission project for renovation.
10. "Adequate" or "as required" or "as necessary" shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation."
11. "Substantial Completion" is the official approval for the completion of a State Building Commission project for renovation.
12. "Contract Release Order or Purchase Order" is a written authorization given to the Contractor to begin work specified within the order.
13. "Year End Warranty" shall mean one calendar year beyond renovated project substantial completion date.

A.5. REPAIR AND PATCHING TO STATE PROPERTY

All damage to sidewalks, streets, alleys, curbs, lawns, plants, gutters or existing structures, etc., done during the construction shall be restored by the Contractor at his expense. Repair of sidewalks shall be made by replacing the entire block damaged. Cracked sidewalks will be considered as damaged. The Contractor shall be held responsible for damage to the present work, or to completed new work, that may be caused by his work or workmen; and shall properly patch or remove and replace same at his expense as required by the State of Tennessee.

A.6. DUTIES OF CONTRACTOR

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, inspection, adjustment, replacement and repair service for the complete elevator equipment described in the Attachment 1 of the Contract listed herein. All elevator equipment is to be maintained at current code as established by the State and as stated in Section A.24. of the Contract.

A.7. INITIAL INSPECTION AND ACCEPTANCE OF EQUIPMENT

Contractor shall accept all Elevator equipment "As Is" at contract award and shall maintain and repair to meet current elevator codes (T.C.A. 68-121). It is the State's intention, that any Elevator equipment not in compliance shall be brought into full compliance, at the State's discretion, and shall be maintained to meet current codes for the duration of the contract.

All costs associated with bringing Elevator equipment to code compliance shall be quoted as an "upgrade not to exceed dollar amount." The quoted price is a "not to exceed" per elevator cost to be billed through the labor and parts contract rates. Upgrades that equal to or exceed a monetary value of \$100,000 must be reported to the State Building Commission (SBC) and will be assigned SBC Project Number 460/000-01-2005.

At the State's option it may choose to bid out an upgrade, if it is in the best interest of the State. The Contractor shall have the right to inspect elevators as they are upgraded and then accept them for maintenance, if upgrade is performed by another vendor.

A.8. RENOVATIONS

The State, at its discretion, shall remove elevator equipment from this contract for renovations. The Maintenance Contractor shall maintain the elevator equipment until the "Notice to Proceed" for the renovation is provided to the

Renovation Contractor. The Maintenance Contractor shall resume monthly maintenance starting at "Substantial Completion" or at the end of one (1) year construction warranty, as defined by the renovation Contract. Elevator equipment noted in the contract or taken out of service for renovation by the State shall be excluded from the monthly preventive maintenance rate for the duration of the renovation contract.

A.9. COMPLETE MAINTENANCE

The State of Tennessee considers that the hours spent on maintenance operations has a direct correlation to the quality of the maintenance, and the resulting performance and safe operation of the elevator equipment

Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the elevator equipment and document all activities on the State approved maintenance form (Attachment 2, Monthly Inspection Check List). All tasks identified in Attachment 2 shall be included under the monthly maintenance fee and the Contractor shall provide unlimited call back service, as conditions warrant, and in the judgment of the State, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

- a) Elevator machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.
- b) Hoist motors, motor generator sets and solid state motor drives, including commutators, brushes, brush holders, bearings, and all other components and parts.
- c) Motor windings shall be treated as needed with proper insulating compound which has been approved by the motor manufacturer.
- d) Hydraulic plungers, packing, pump motors, pumps, belts, pulleys, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.
- e) Controllers, selectors, selector tapes and dispatching equipment, including all relays, solid state components, encoders, "software".
- f) Resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computers, electrical driving equipment, and all other components and parts.
- g) Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.
- h) Deflector or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, slowdown and position switches, governor tension sheave assembly, compensating sheave assembly, counter-weight guide shoes including rollers or gibs, inductors, cams, tapes.
- i) Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.
- j) Automatic power operated door operators, including door drive chains, sheaves, belts, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides and roller guide assemblies.
- k) Alarm bells, emergency stop switches, emergency car lights and batteries.
- l) Car and corridor operating stations, car fan or exhaust blower, car and corridor signals and fixtures including lights, dials or read-out indicators, car doors and car gates (excluding finished surfaces).
- m) Door safety edges including pulsed screen detectors and all associated electronics, etc.

Contractor also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and store items and to maintain each machine room in clean, neat condition.

Contractor shall replace all lamps, as required, for pit lights and machine room lights. Lamps will be furnished by The State.

Contractor shall replace main and car circuit disconnect fuses with fuses furnished by the State.

Contractor shall replace hoistway and machine room ventilation filters with filters supplied by the State.

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to shorten all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust and rail backs properly painted, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor also agrees to keep all buffers and buffer stands clean, free of rust, and properly painted.

Contractor shall check and adjust the group dispatching systems and make necessary tests to ensure all circuits and time settings are properly adjusted. Adjustments shall be made to provide optimum service and minimize response time. If required, this work shall be completed on overtime at no additional cost to the State.

A.10. PERIODIC EXAMINATION AND REPORTING OF SAFETY DEVICES

The Contractor also agrees to examine monthly all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevator equipment and each third year subsequent to the previous testing date, on hydraulic elevators per A.S.M.E. A17.1. or most current code as adopted by the State of Tennessee(T.C.A. 68-121). In addition to A.S.M.E. A17.1 or most current code requirements, hydraulic elevators shall be full load tested during the first test of the third year of the contract time period including setting full load down speed at 110%. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refiled to restore a smooth running surface.

Written reports of said tests shall be submitted to the State and/or State's agent and, in the case of running safety tests, prior notification shall be given so that a designated representative of the State may be present. Monthly Inspection Checklists, see Attachment 2, shall be signed by both parties to confirm compliance with maintenance requirements under the contract. Monthly Inspection Checklist will be maintained in the Building Manager's office and will be made available to staff and codes inspectors.

Contractor also agrees contractor's supervisor shall attend monthly meetings with the States' point of contact (P.O.C.) for the purpose of providing, reviewing, and discussing with the State P.O.C. a monthly written summary of all call-backs callbacks for repairs, maintenance, scheduling, and other contract compliance issues.

The intent and purpose of the meeting and summary are to minimize callbacks by the contractor by keeping the P.O.C. aware of performance trends, replacements, and other maintenance issues.

A.10.1. ANNUAL MAINTENANCE

Contractor also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annually and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushed and refilled annually. Any modifications to frequency intervals must be submitted in writing and approval obtained from the State once the contract is in effect.

A.10.2. CLEANING AND PAINTING

Contractor shall clean equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. The Contractor shall maintain door tracks, hoistways, pits, machine rooms, and assigned elevator contractor work space in a clean and orderly condition free of dirt, dust, and debris regardless of how the material got there.

Contractor shall paint the equipment at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and of high quality. Application of the paint, in all circumstances, shall comply with current A.S.M.E., ANSI and other applicable local codes. Pit floors and machine room floors shall be kept painted "Deck Gray" or other color as approved.

A.10.3. LUBRICATION

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in the machine room.

A.10.4. ADJUSTMENTS

Contractor shall adjust the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part or assembly, or when necessary to continue safe, dependable operation in accordance with A.S.M.E. Code, or to continue performance of the equipment in accordance with original design, including smoothness and quietness of operation. As adjustment changes are required due to code and/or ADA changes, these shall be made by the Contractor at no additional cost to the State, except where hardware or wiring changes are required.

A.10.5. REPAIRS & REPLACEMENTS

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or to continue performance of the equipment in accordance with the current code as established by the State of Tennessee including smoothness and quietness of operation.

A.10.6. OBSOLESCENCE

If a single part is not available, a closely compatible component shall be substituted, upon prior approval by the State.

A.11. WIRING DIAGRAMS

The Contractor shall have access to all prints, schematics, etc., presently on site. These documents shall remain the property of the State and are to remain on the premises at all times. Contractor shall maintain State's complete set of wiring diagrams showing any changes or modifications to circuits resulting from control modifications, parts, replacements or equipment upgrades. The State shall retain sole possession of these drawings.

Wiring diagrams shall be kept neatly folded, protected and stored (except where mounted on boards) and shall be copied and replaced if their condition warrants. Wiring changes shall be marked up on the drawings. All drawings shall be considered to be State property, and shall be left in each machine room at the conclusion of the Contract.

If prints, schematics, etc., are not available, the State may direct the Contractor to provide an estimate for providing this documentation which shall be reimbursable through the contract.

A.12. GENUINE PARTS

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used only if approved in writing by State prior to their use. Parts requiring repair shall be rebuilt to "as new" condition.

All parts purchased by the State shall be inventoried by the vendor with periodic verification by the State and tracked by vendor work order. Consumable materials and supplies, e.g., grease, rags, etc., required for monthly maintenance are the property of the vendor and are purchased as part of the monthly maintenance fee and will not be inventoried by the State.

A.13. MACHINE ROOMS

Parts cabinets are the property of the State and are in place or will be provided.

A metal can and lid shall also be provided in each machine room for the storage of clean rags. These cans are the property of the State and are in place. Oily/soiled rags shall be removed immediately after use by Contractor and shall not be left in the machine rooms.

Machine rooms shall be kept clean and neat at all times by Contractor.

A.14. TOOLS

The State will not secure pricing or purchase from the manufacturer any special tools or software, unless it is in the best interest of the State.

The Contractor must own or have available at all times for immediate use a complete set of pertinent elevator maintenance and repair tools and instruments. These tools and instruments shall include, but is not limited to the following:

- A. Turning tools capable of turning any of the hoisting machine commutators on the job site.
- B. Generator turning tools capable of turning the commutator on any of the motor generator sets without removing rotating elements from generator.
- C. Machine tools capable of turning main motor drive sheave grooves on the machine.
- D. Electronic test instruments capable of checking all electrical circuits of the elevator equipment on a registered scope.
- E. Computers, software, and any upgrades, etc. required for maintenance of microprocessor based systems. Some systems may be the property of the State and shall remain the property of the State at the end of this contract. The State shall be named as the license holder on all software and the contractor shall provide a copy of any upgrades or modifications to State owned equipment.

A.15. PERFORMANCE REQUIREMENTS AND TESTING

Contractor agrees to maintain the performance requirements of the elevator equipment intended by current code as adopted by the State.

Performance tests will be made as follows:

- A. Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are three fourths ($\frac{3}{4}$) open.
- B. Door opening times are measured from start of car door open until doors are in the fully open position.
- C. Door closing times are measured from start of door close until hoistway doors are fully closed. Contract times will be as originally designed or those determined by the State, but not less than those permitted by code to comply with kinetic energy limitations therein.
- D. Stopping accuracy shall be measured under all load conditions and shall be set to reflect average load conditions and the capabilities of the original design.
- E. Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where

a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

The Contractor shall commit the necessary resources to accomplish the performance of these requirements.

A.16. BREAKDOWNS AND SHUTDOWNS

Breakdowns and shutdowns such as electrical troubles, burned out control coils, open circuits, electrical or mechanical adjustments, should not keep the elevator equipment out of service longer than twenty-four (24) hours.

Any shutdown or breakdown that lasts longer than three (3) consecutive days will constitute a breach and subject the Contractor to remedies provided for in E.4. This includes the locating of the trouble, procurement of parts, the installation of these parts and the placing of the equipment back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical advice and/or engineering advice, etc., will not be acceptable. The Contractor shall submit within the first three days, a reasonable expected return to service date, as agreed upon by both parties, for repairs and delays that are beyond the control of the Contractor, with the understanding that the State may assess liquidated damages(See Section E.4) for elevator equipment out of service during this time frame.

A.17. ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT

Contractor assumes no responsibility for the following items of equipment which are not included in this contract.

- A. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, finished surfaces of door panels and car gates, plenum chambers, ceiling, elevator car handrails, hoistway and car door sills, mirrors, tile and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel, and telephones, signal fixture faceplates and smoke detectors.
- B. Elevator mainline and auxiliary disconnect switches and fuses.
- C. Vandalism other than contractor or agents of the Contractor.

A.18. SCHEDULING OF PREVENTIVE MAINTENANCE

All work under this contract, unless otherwise indicated herein, shall be performed during the hours of 8:00 AM to 5:00 PM, Monday through Friday, on regular working days of the State, excepting only those holidays and days of closing recognized by the State. If work is required for other than normal business hours, the Contractor will be paid the difference between regular labor rate and premium labor rate set forth in the Contract and authorized by the State.

Removal of elevator equipment from service shall be coordinated with and approved by the State's representative. To the extent possible all preventive maintenance which requires removal of elevator equipment from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the State except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevator equipment (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees. The Contractor shall give a two (2) business days notice to the State, before removing any elevator equipment from service for preventive maintenance.

A.19. CALLBACK SERVICE

A. CALLBACK SERVICE:

Twenty-four hour emergency callback service shall be provided by the Contractor without additional charge, either for labor or for travel time and expense. The Contractor shall respond to any callback within a maximum of two (2) hours from the time the request for service is made by the State's authorized personnel.

B. EMERGENCY CALLBACK SERVICE TO RETRIEVE PERSONAL ITEMS

Twenty-four hour emergency callback service shall be provided by the Contractor at regular or premium rates as appropriate. For example, keys dropped in the elevator shaft, etc.

C. TROUBLE LOG

A trouble log shall be maintained by the Contractor in the machine room of each building on which the date of each callback, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the State's representative so that it may also review the operational status of its elevator trouble call control log.

D. INVOICES

All invoices submitted shall contain:

- (1) Building and elevator number
- (2) Time call received
- (3) Person authorizing the call
- (4) Repair problem reported
- (5) Date and time of arrival (exact time, not estimate)
- (6) Date and time equipment returned to normal service
- (7) Written documentation of competitive procurement of all parts/supplies

A.20. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

The Contractor agrees that all work shall be performed by and under skilled supervision, with sufficient number of experienced elevator service mechanics, adjusters, and helpers directly employed, who are permanently assigned to support the execution of this contract for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactorily dressed in clean uniforms (identifying them as elevator service persons) with acceptable demeanor and possessing full technical qualifications in the opinion of the State and/or the State's agent. Any employees found to be unacceptable to the State or State's agent shall be replaced, after being given reasonable notice, by the Contractor.

The names of the Mechanic and Supervisor, and other key personnel, who will be available at the time of the award to work on the elevator equipment, and information on their specific experience and qualifications as related to the specific equipment to be maintained under this contract shall be submitted with the proposal as requested in Attachment 6.3 of the RFP and as set forth in contract Attachment 5. The Mechanic shall be a single individual meeting the qualifications of a Mechanic.

A.21. STATE'S RIGHT TO INSPECT AND REQUIRE WORK

State reserves the right to make such inspections and tests as are necessary to ascertain that the requirements of this contract are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests at no additional cost to the State. Verbal or written deficiencies reported by the State to the contractor shall be corrected within three (3) consecutive days.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posted in each machine room and mounted on each controller. These logs shall be maintained by the Contractor and may be inspected by the State. Alternately, maintenance program books must be kept in each machine room, and be available for review by the State.

A.22. CONTRACTOR TO COMPLY WITH LAWS

Contractor shall not be required under this contract to make other safety tests nor to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, nor to make any replacement parts of a different design subsequent to the date of any Contract, unless compensated for such installation. The State may at its discretion solicit competitive bids from other sources to fulfill requirements that are other than preventive maintenance.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with the ASME A17.1 Safety Code for Elevators and Escalators, ASME/ANSI A17.2 Inspector's Manual, or the most current code adopted by the State of Tennessee.

A.23. PERFORMANCE BY THE STATE

The State agrees:

- A. To provide the Contractor access to the elevator equipment.
- B. To keep the elevator pit(s) and motor room(s) free from water.
- C. To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage there from.
- D. Not to use the elevator machine rooms and equipment spaces for storage.
- E. To be responsible for refinishing of cabs, hoistways, or equipment room interiors.
- F. To be responsible for the main safety switch providing electricity to the equipment. (Wiring from the safety switch shall be Contractor's responsibility.)
- G. To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination.
- H. That the Contractor does not at any time assume possession or control of any part of the equipment, but such remains the State's exclusively as the State thereof.

A.24. SPECIAL CONDITIONS

- A. No elevator will be removed from service, except in cases of hazard to life, without prior clearance from the designated State's representative.
- B. When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

A.25. UPGRADES OF EQUIPMENT AND WORK OUTSIDE SCOPE OF MONTHLY PREVENTIVE MAINTENANCE

Upgrades requested by the State, which are not covered under the regular monthly preventive maintenance price, shall be performed by the Contractor at the labor and parts rates quoted in this Contract. No upgrade shall be performed without the prior authorization of the State.

First year "not to exceed upgrade cost" (see RFP Attachment 6.4 – Proposers Calculations Tables) shall include estimates based on current ADA and elevator codes at the time of contract award. Only actual labor and parts used shall be billed and documentation of costs shall be submitted with invoice. Estimates will be requested in

advance to get some idea of the actual cost. These estimates shall be binding up to the total amount of work done, but the estimated work shall only be billable for the actual labor and parts expended as set forth in this contract as "not to exceed upgrade cost".

Any billable work performed under this portion of the contract will require a one year parts and labor warranty, and shall thereafter fall under the normal terms of the contract as to responsibility for maintenance.

At the State's option it may choose to bid out an upgrade, if it is in the best interest of the State. The Contractor shall have the right to inspect elevators as they are upgraded and then accept them for maintenance, if upgrade is performed by another vendor.

A.26. LICENSURE

The Contractor shall comply with the Contractors Licensing law as set out in Tennessee Code Annotated, Title 62, Chapter 6. The Contractor shall have a minimum License Limit amount of One million five hundred thousand Dollars (\$1,500,000.00), and a minimum License Classification of "Building Construction - Commercial" (BC-B). Contractor must maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.

A.27. PREVAILING WAGE SCALE DETERMINATION.

Work under this Contract is subject to the policies, conditions and rules of the Tennessee Department of Labor pursuant to TCA 12-4-401, et seq. The Contractor is required to pay Prevailing Wage Scale current in the area specific to each Contract Release Order or Purchase Order, to laborers and mechanics employed to accomplish the Work. For each Contract Release Order or Purchase Order Sum for upgrades that exceed fifty thousand dollars (\$50,000.00), Contractor is required to furnish weekly payrolls with the appropriate decision number noted on each to the Tennessee Department of Labor & Workforce Development.

Prevailing Wage Scale Determinations and Wage Rates for use with Contract Release Orders or Purchase Orders under this contract are included as Contract Attachment 3, with the initial determination enumerated as "F1". The initial determination Decision Number and appropriate region Wage Rate scale (F1) shall be utilized by the Contractor for all Contract Release Order or Purchase Order executed through December 31, 2006. Subsequent determinations and rates will be enumerated as F1, F2 and so forth for each subsequent calendar year throughout the contract term, and will be provided by the State prior to the advent of its respective year. The appropriate Decision Number and region Wage Rate scale shall be utilized by the Contractor for all Contract Release Order or Purchase Order executed during the respective calendar year.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on November 30, 2005 and ending on November 29, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed TEN MILLION, EIGHT HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$10,877,435.82). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3.

The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>Unmanned Sites-Groups</u> <u>1, 2, 3, and 4</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE</u> <u>UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00
Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate – Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate – Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate – Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

<u>Unmanned Sites-Groups</u> <u>5, 6, 7, 8 and 11)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE</u> <u>UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate – Mechanic	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00

Regular Time, Per Hour					
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68.00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

<u>Unmanned Sites-Groups 9 and 10)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>SERVICE UNIT/MILESTONE</u>					
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate – Helper Premium Time, Per Hour	\$124.50	\$130.73	\$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,409.00	\$5,562.00	\$5,720.00	\$5,873.00	\$6,050.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP THREE: KNOXVILLE

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,947.00	\$3,033.00	\$3,119.00	\$3,197.00	\$3,278.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$490,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,628.00	\$5,772.00	\$5,949.00	\$6,131.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$432,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$747.00	\$770.00	\$793.00	\$816.00	\$842.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$112,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,889.00	\$4,002.00	\$4,128.00	\$4,247.00	\$4,379.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$562,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5,909.00	\$6,092.00	\$6,280.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$1,300,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$842,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,416.07	\$3,518.55	\$3,624.11

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$190,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,211.00	\$2,269.00	\$2,354.00	\$2,440.00	\$2,526.00

<u>SERVICE UNIT/MILESTONE</u>	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$176,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging. Contractors who have contracts with employees or unions calling for such allowances should build them into prices and rates offered under this contract
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.9. Payments Withheld. Invoices for chargeable callback or repair service must be received within thirty (30) days after completion of the work performed. If invoices are not received within this time frame, completed work will be considered covered under the terms of this contract's monthly preventive costs and therefore not be billable.

D. STANDARD TERMS AND CONDITIONS:
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- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty days (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not

been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and

other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. <u>SPECIAL TERMS AND CONDITIONS:</u>

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Timothy Edwards
Elevator Equipment Contract Manager
Department of General Services
Property Services Management
312 8th Avenue N., 23 fl Tennessee Tower
Nashville, Tennessee 37243
(615)741-5973 Phone
(615)532-2205 Fax

The Contractor:

Barry Lambert, Branch Manager
Kone, Inc.
1410 Donelson Pike, Suite A20
Nashville, TN 37217
(615)360-7013 Office

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Attachment 4 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.
 - (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the

date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach.. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

E.7. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to ONE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS(\$187,800.00) guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 11/29/05. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in sum of ONE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS(\$187,800.00) may be substituted if approved by the State prior to its submittal.

E.8. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical. Contractor shall provide written documentation with invoice as proof of competitive procurement.

E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.10. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable

provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.15. Work papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.16. Liability Insurance. The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, throughout this Contract term, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract and promptly report any changes to the State.
- E.17. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and

shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.19. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.20. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.21. F.O.B Destination. Deliveries shall be made to multiple locations, within the specified elevator group(s) awarded, with all charges for transportation and unloading prepaid by the Contractor.
- E.22. Protection Of State Property. The Contractor will be held responsible for any damage to State of Tennessee, real and personal property caused by his work or workmen. The property shall be restored to its original condition as required by the State.
- E.23. Protection During Construction. Danger warnings and safety signs where necessary shall be erected and maintained by the Contractor at his expense.
- E.24. Acknowledgement Of Contract Conditions. The Contractor hereby acknowledges and agrees to comply with all provisions of the Contract pertaining hereto.
- E.25. Warranty. Contractor agrees to provide a guarantee or warranty for all items not covered by this maintenance Contract. Unless otherwise agreed, the warranty period shall be for one year from State's acceptance including all parts and labor.

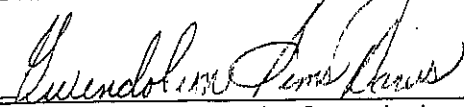
IN WITNESS WHEREOF:

KONE, INCORPORATED:


Mike Koepp, Regional Director

11-17-05
Date

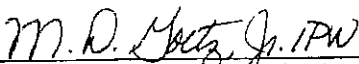
DEPARTMENT OF GENERAL SERVICES:


Gwendolyn Sims Davis, Commissioner

11-21-05
Date

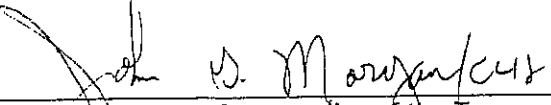
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

NOV 28 2005
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

11-30-05
Date